

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

May 2, 1991

1-126A001

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

8277-5
RECORDED TO FILED MS

MAY 6 1991 10:15 AM

INTERSTATE COMMERCE COMMISSION

Re: Union Pacific Equipment Trust No. 3 of 1976

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of May 2, 1991, by Citibank, N.A. as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8277.

I have enclosed a fee of \$15. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures
cc: Robert E. Bartos

NOTED ONLY FOR UNIT

MAY 6 10 07 AM '91

Interstate Commerce Commission
Washington, D.C. 20423

5/6/91

OFFICE OF THE SECRETARY

Jack E. Jerrett

Senior Corporate Attorney

Union Pacific Corporation

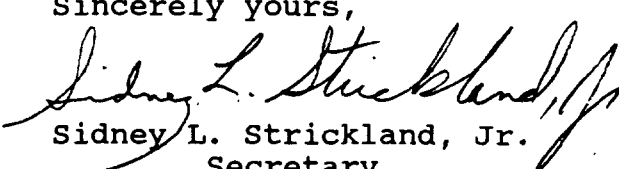
Martin Tower & Eighth & Eaton Avenue

Bethlehem, PA. 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/6/91 at 10:15am, and assigned recordation number(s). 8277-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 8277 E FILED
MAY 6 1991 - 10 15 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Citibank, N.A., a national banking association incorporated and existing under the laws of the United States of America, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of May 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on April 12, 1976 and assigned Recordation No. 8277; a First Supplemental Agreement, dated as of March 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 8277-A; a Second Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 11, 1982 and assigned Recordation No. 8277-B; a Third Supplemental Agreement, dated as of June 1, 1983, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 2, 1983 and assigned Recordation No. 8277-C; and a Fourth Supplemental Agreement, dated as of May 30, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 7, 1989 and assigned Recordation No. 8277-D (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement") covering the construction and transfer of the units

of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$14,400,000 aggregate principal amount of Union Pacific Equipment Trust No. 3 of 1976 Equipment Trust Certificates; and

WHEREAS, on May 1, 1991, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

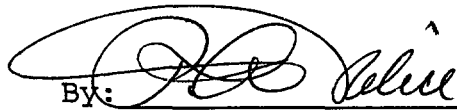
NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

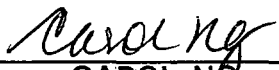
TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 2nd day of MAY, 1991.

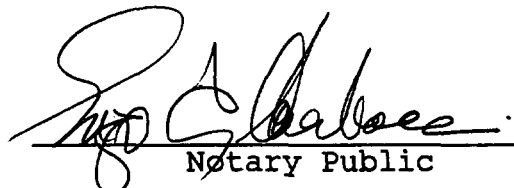
CITIBANK, N.A.,
As Trustee

By: 
P. DeFELICE
VICE PRESIDENT

Attest:


CAROL NG
Senior Trust Officer
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:
)

On this 2nd day of MAY, 1991, before me personally appeared P. DeFELICE, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT of Citibank, N.A., the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.


Notary Public

ERICO L. CARBOCCI
Notary Public, State of New York
No. 43-5605565
Qualified in Richmond County
Certificate Filed in New York County
Term Expires March 30, 1992

Schedule A

UNION PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED MAY 1, 1976
DESCRIPTION OF EQUIPMENT AS OF MARCH 31, 1991
=====

100 TON 3600 CU. FT. QUADRUPLE HOPPER CARS

UP39548--UP39562, INCLUSIVE
UP39564--UP39565, INCLUSIVE
UP39567--UP39572, INCLUSIVE
UP39574--UP39589, INCLUSIVE
UP39591--UP39607, INCLUSIVE
UP39609--UP39631, INCLUSIVE
UP39633--UP39644, INCLUSIVE
UP39646--UP39674, INCLUSIVE
UP39676--UP39678, INCLUSIVE
UP39680--UP39685, INCLUSIVE
UP39687--UP39690, INCLUSIVE
UP39692--UP39696, INCLUSIVE
UP39698--UP39703, INCLUSIVE
UP39705--UP39707, INCLUSIVE
UP39709--UP39714, INCLUSIVE
UP39716--UP39736, INCLUSIVE
UP39738--UP39739, INCLUSIVE
UP39742--UP39762, INCLUSIVE
UP39764--UP39768, INCLUSIVE
UP39770--UP39776, INCLUSIVE
UP39778--UP39788, INCLUSIVE
UP39790--UP39792, INCLUSIVE
UP39794--UP39803, INCLUSIVE
UP39805--UP39806, INCLUSIVE
UP39808--UP39809, INCLUSIVE
UP39811--UP39823, INCLUSIVE
UP39825
UP39827--UP39832, INCLUSIVE
UP39834--UP39843, INCLUSIVE
UP39845--UP39848, INCLUSIVE
UP39850--UP39854, INCLUSIVE
UP39857--UP39878, INCLUSIVE
UP39880--UP39886, INCLUSIVE
UP39888--UP39899, INCLUSIVE

CABOOSE CARS

UP25871--UP25872, INCLUSIVE
UP25874--UP25875, INCLUSIVE
UP25877
UP25881
UP25883--UP25884, INCLUSIVE
UP25886--UP25889, INCLUSIVE
UP25892--UP25893, INCLUSIVE

UP25895--UP25897, INCLUSIVE
UP25899

100-TON 3625 CU. FT. COVERED HOPPER CARS
=====

UP79067--UP79069, INCLUSIVE
UP79071--UP79072, INCLUSIVE
UP220108

100 TON 3625 CU. FT. OPEN TOP HOPPER CARS

UP40517--UP40525, INCLUSIVE
UP40527--UP40532, INCLUSIVE

FULLY ENCLOSED BI-LEVEL AUTORACKS

MK8026--MK8037, INCLUSIVE
MK8039--MK8040, INCLUSIVE
UP8120--UP8124, INCLUSIVE